

<b>CASE NO.</b> CV21943814	D1 CM	<b>SUMMONS NO.</b> 43643611
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Rule 4 (B) Ohio

Rules of Civil  
Procedure

## SUMMONS

<p>ARNETTA DAVIS <b>VS</b> ELIZA BRYANT VILLAGE</p>	<p><b>PLAINTIFF</b></p> <p><b>DEFENDANT</b></p>
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<p>ELIZA BRYANT VILLAGE 7201 WADE PARK AVE. CLEVELAND OH 44103</p>
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Said answer is required to be served on:



Plaintiff's Attorney

<p>CHRISTOPHER M. SAMS 8401 CHAGRIN RD #8  CHAGRIN FALLS, OH 44023-0000</p>
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Case has been assigned to Judge:

<p>KATHLEEN ANN SUTULA Do not contact judge. Judge's name is given for attorney's reference only.</p>
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**NAILAH K. BYRD**  
Clerk of the Court of Common Pleas

*Jan Buehler*

By \_\_\_\_\_  
Deputy



<p><b>DATE SENT</b> Feb 9, 2021</p>
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COMPLAINT FILED 02/08/2021



<p><b>EXHIBIT</b> <b>1</b></p>
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**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**New Case Electronically Filed: COMPLAINT**  
**February 8, 2021 18:03**

By: CHRISTOPHER M. SAMS 0093713

Confirmation Nbr. 2176675

ARNETTA DAVIS

CV 21 943814

vs.

**Judge:** KATHLEEN ANN SUTULA

ELIZA BRYANT VILLAGE

**Pages Filed:** 6

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

ARNETTA DAVIS	)	Judge:
1284 Avondale Rd.	)	
South Euclid, OH 44121	)	Case No:
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
ELIZA BRYANT VILLAGE	)	
7201 Wade Park Ave.	)	
Cleveland, OH 44103	)	
	)	<b>JURY DEMAND</b>
Defendant.	)	<b><u>ENDORSED HEREON</u></b>

**COMPLAINT FOR UNPAID OVERTIME WAGES**

Plaintiff Arnetta Davis ("Plaintiff") alleges as follows for her Complaint against Defendant Eliza Bryant Village ("Defendant"):

1. Plaintiff began working for Defendant in about 2013.
2. In about August 2017, Defendant promoted Plaintiff.
3. Defendant still employs Plaintiff.
4. At the time of Plaintiff's promotion in about August 2017, Defendant increased Plaintiff's pay and also claimed that it was now paying her on a salary exempt basis.
5. Plaintiff, however, has never been a salary exempt employee while working for Defendant.
6. Since at least August 2017, Defendant has never paid Plaintiff time-and-a-half overtime wages for her hours worked over forty in a workweek.

7. Defendant only pays Plaintiff (at most) her regular hourly rate for her hours worked over forty in a workweek.

8. Perhaps in an attempt to disguise its illegal wage payments, Defendant breaks up Plaintiff's listed pay into two separate categories on her pay stubs, identified as "Salary 1" and "Salary 2."

9. Under "Salary 1," for the first forty hours per week that Plaintiff works, Defendant pays Plaintiff \$2,121.60 per two-week pay period.

10. Under "Salary 2," for any hours over forty in a workweek that Plaintiff works, Defendant pays Plaintiff at an hourly rate of \$28 per hour for each of these overtime hours. Defendant never pays Plaintiff time-and-a-half overtime wages for her hours worked over forty in a workweek.

11. Plaintiff works for Defendant as an LPN.

12. Plaintiff's primary job duties are the performance of LPN nursing work (such as assisting Registered Nurses, assisting with patient comfort, and checking patient vital signs), checking rooms to make sure they are prepared for new admissions, compiling welcome kits for new patients/residents, emailing census numbers to staff, and attending meetings.

13. Since August 2017, Plaintiff has complained numerous times about Defendant's failure to pay her time-and-a-half overtime wages for her hours worked over forty in a workweek.

14. In the past, Defendant falsely told Plaintiff that it did not owe her time-and-a-half overtime wages for her hours worked over forty in a workweek because she was a salary exempt employee.

15. Recently Defendant admitted to Plaintiff and other employees that Defendant does indeed owe Plaintiff and other employees time-and-a-half overtime wages for their hours worked over forty in a workweek, and Defendant promised to begin paying these overtime wages “in the near future.”

16. When Plaintiff inquired about the years of unpaid time-and-a-half overtime wages from the past, Defendant told Plaintiff that it was not going to pay her those wages, which Defendant itself admitted it owes her. Defendant refused to offer an explanation for its refusal to pay these time-and-a-half overtime wages.

17. In addition to its other overtime violations, Defendant also did not pay Plaintiff any wages whatsoever for certain work that she performed off of the clock for Defendant including, but not limited to, responding to referrals via email for possible admissions.

18. This Court has subject matter jurisdiction over the claims and parties raised in this Complaint.

19. This Court has personal jurisdiction over the parties to this action.

20. Venue is proper in Cuyahoga County, Ohio because Defendant conducted activity that gives rise to the claim for relief in Cuyahoga County, Ohio and separately because Plaintiff’s claim for relief arose at least in part in Cuyahoga County, Ohio.

21. Plaintiff consents to become a party plaintiff in this action and has attached her written consent hereto as Exhibit A.

22. Defendant’s revenues exceed \$500,000 per year.

23. Defendant is an Ohio non-profit corporation, doing business in Cuyahoga County, Ohio.

24. Defendant is an enterprise engaging in interstate commerce.

25. Plaintiff has hired the undersigned counsel and has agreed to pay them reasonable attorney's fees and costs if she is successful on one or more of the claims set forth herein.

26. Plaintiff is an overtime non-exempt employee under the Ohio Revised Code and the Fair Labor Standards Act.

27. Plaintiff worked significantly more than forty hours per week for Defendant.

28. Defendant did not pay Plaintiff time-and-a-half overtime wages for hours that Plaintiff worked over forty in a workweek.

29. Defendant's own pay stubs show that it only paid Plaintiff regular straight-time wages (at most) for her hours worked over forty in a workweek, and Defendant itself recently admitted to Plaintiff that it owes her time-and-a-half overtime wages for the work that she performed over forty in a workweek.

30. Defendant is required to comply with overtime requirements set forth in the Ohio Revised Code and the Fair Labor Standards Act, 29 U.S.C. Sections 201, *et seq.*

31. Defendant has violated Ohio Revised Code Sections 4111.03 and 4111.10 and the Fair Labor Standards Act by not paying Plaintiff overtime wages for all hours worked over a regular forty-hour workweek.

32. Defendant's conduct with regard to not paying time-and-a-half overtime wages to Plaintiff was willful.

33. Plaintiff has been damaged by Defendant's non-payment of time-and-a-half overtime wages.

34. Plaintiff is entitled to liquidated damages of one times unpaid overtime compensation pursuant to the Fair Labor Standards Act.

35. Defendant is liable for the costs and reasonable attorney's fees of Plaintiff pursuant to Ohio Revised Code Section 4111.10 and the Fair Labor Standards Act.

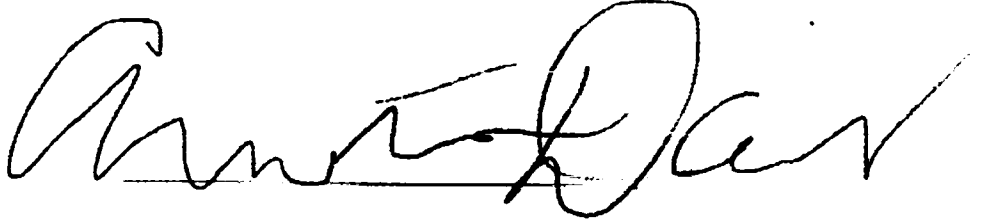
WHEREFORE, Plaintiff demands judgment against Defendant for her unpaid overtime wages, liquidated damages, post-judgment interest, attorney's fees and costs, and all other relief to which she is entitled.

JURY TRIAL DEMANDED.

Respectfully submitted,

/s/ Christopher M. Sams  
Stephan I. Voudris, Esq.  
Supreme Court No. 0055795  
Christopher M. Sams, Esq.  
Supreme Court No. 0093713  
Voudris Law LLC  
8401 Chagrin Road, Suite 8  
Chagrin Falls, OH 44023  
svoudris@voudrislaw.com  
csams@voudrislaw.com  
440-543-0670  
440-543-0721 (fax)  
*Counsel for Plaintiff*

Arnette Davis agrees and consents to become a party plaintiff in this lawsuit.

A handwritten signature in black ink, appearing to read 'Arnette Davis', written over a horizontal line.

**EXHIBIT A**